

METRO MOBILE

The Cellular Phone Company

110 East 59th Street
New York, NY 10022
(212) 605-0800

EB Exh 17

November 19, 1990

Alee Cellular Communications
c/o Becky Jo Clark
602-7 College Avenue
Clemson, South Carolina 29631

Re: Proposed Construction, Management, Operation and Equity
Participation in a Cellular System for Rural Statistical
Area #555 (New Mexico 3) (the "System")

Dear Sir:

This letter is written in furtherance of the proposal contained in our letter of August 6, 1990 to Alee Cellular Communications and in order to set forth and confirm our understanding with regard to the equity participation of Metro Mobile CTS, Inc. or its designee ("CTS") in the Alee Cellular Communications partnership which has obtained a construction permit to construct the System ("Alee").

CTS is hereby specifically authorized and requested by Alee Cellular Communications to commence construction, management and operation of a single cell site cellular system for the above-referenced RSA, in accordance with the construction permit issued by the FCC. CTS is specifically authorized to negotiate and enter into, on behalf of Alee, a cell site lease for a single cell site within the System on terms and conditions as shall be acceptable to Alee. CTS's construction, management and operation of the system shall be subject to the supervision and direction of Alee.

In consideration of such services, payment of all operating expenses, as outlined in Sections 2.1.1 and 2.2 of the Management Agreement that are in excess of gross revenues and the execution of the Management Agreement between CTS's subsidiary, Metro Mobile CTS of the Southwest, Inc. and Alee, and the Switch Use Agreement between Metro Mobile CTS of Albuquerque, Inc. and Alee, simultaneously herewith, CTS is hereby granted an option to receive an equity interest in Alee equal to 5%, such option to be exercised at any time CTS chooses, after all applicable approvals have been received from the Federal Communications Commission.

EB EXH 17

Federal Communications Commission

Docket No. WT02-08 Exhibit No. 17

Presented by _____

Disposition	{	Identified	<u>✓</u>
		Received	<u>✓</u>
		Rejected	_____

Reporter Hazzard

Date 10/22/08

CTS shall be the system manager for Alee responsible to the executive committee of Alee and a CTS designee shall serve as an outside consultant to the three member executive committee, which executive committee shall be the executive management and decision-making arm of Alee.

This Agreement and CTS's obligations hereunder shall be subject to the execution and delivery of a Management Agreement and Switch Use Agreement, in form acceptable to CTS and Alee, based upon the form agreements submitted to Alee simultaneously herewith. The Management Agreement and Switch Use Agreement shall have initial terms of one (1) year each, and each shall automatically be renewed for successive periods of one (1) year each unless notice is given by either party thereto, on or before the first anniversary thereof.

In the event Alee's interest in the RSA is suspended, lifted, revoked or not renewed or Alee is otherwise deemed unqualified to hold an FCC license by final order of the Federal Communications Commission or any other governmental authority, or pursuant to any other legal process, CTS shall have the right immediately and without notice, to cease any and all expenditures on behalf of the System, to cease any and all operation, management and construction of the System and shall be entitled to the return of all of its equipment, ancillary items and other assets supplied to Alee by CTS or its affiliates. Alee shall be responsible for and shall indemnify CTS from and against any and all liabilities and obligations arising from contractual commitments and arrangements approved by Alee. All legal fees and expenses incurred by CTS, in connection with obtaining the regulatory approvals required for the System, shall be reimbursed to CTS by Alee in all events. CTS shall not be responsible for any portion of any fine or other charge levied against Alee by the Federal Communications Commission or other governmental authority in connection with Alee's interest in the RSA, by virtue of CTS's being a partner in Alee, or otherwise.

CTS shall not be held responsible for the failure of the System to be operational on or before February 3, 1991, if the cause of such failure is beyond the reasonable control of CTS. CTS acknowledges that time is of the essence in that Alee's construction permit expires on February 3, 1991. CTS agrees to extend all good faith efforts to meet this date, including the preparation and submission of the application for regulatory approval and rendering the System operational on or before the Construction Permit expiration date.

Alee Cellular Communications
November 19, 1990
Page -3-

CTS's rights and obligations hereunder shall be assignable to a subsidiary, affiliate or entity under common control with CTS.

The undersigned signatories on behalf of Alee represent and warrant that they have the right to bind the partnership and that the execution and delivery of this agreement has been duly authorized by such partnership and is binding upon such partnership and enforceable in accordance with its terms.

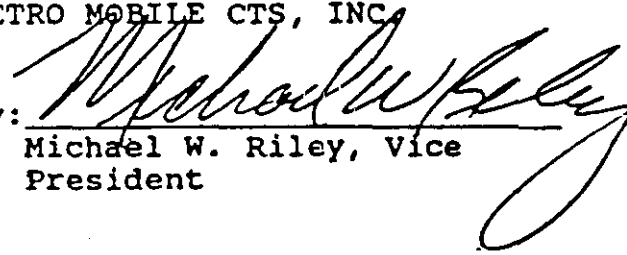
Alee represents that Becky Jo Clark, the undersigned signatory, has been duly authorized to execute and deliver this letter, the Management Agreement and Switch Use Agreement, on behalf of Alee, and as such, such documents are binding on Alee.

If the foregoing accurately sets forth our understanding, please sign the enclosed photocopy of this letter where indicated, indicating your acceptance of the terms hereof.

Very truly yours,

METRO MOBILE CTS, INC.

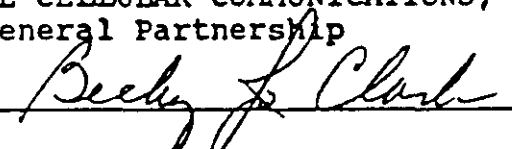
By:


Michael W. Riley, Vice
President

ACKNOWLEDGED, AGREED TO
AND RATIFIED:

ALEE CELLULAR COMMUNICATIONS,
a General Partnership

By:



EB 18

ANZALDI & BERNSTEIN

ATTORNEYS AT LAW

57 UNION PLACE

SUMMIT, NEW JERSEY 07901

ROBERT A. BERNSTEIN*

(201) 522-0777

ROSS R. ANZALDI

FAX: (201) 522-0426

PETER V. MCARTHUR

*ADMITTED TO N.Y. & N.J. BARS

January 15, 1991

Mr. Michael W. Riley, Vice President
Metro Mobile CTS, Inc.
110 East 59th Street
New York, New York 10022

Re: Proposed construction, management, operation
and equity participation in a cellular system
for Rural Statistical Area Number 555 (New Mexico 3)

Dear Mike:

This letter will serve to confirm our discussions at the meeting which you had at my office in Summit, New Jersey. As you will recall, I had raised a question with respect to the terminology set forth in the letter agreement dated November 19, 1990 between Alee and Metro Mobile concerning the option to receive a five percent equity interest in Alee. We had discussed that the terminology used in that letter referred to Metro Mobile's having a option for a five percent equity interest in the license which Alee held for the New Mexico 3 territory. The option however did not refer to having an interest in the general partnership of Alee but specifically to the license. The reason for this limitation is that the FCC Rules do not permit the transfer of an interest, or option for an interest, in a partnership which still holds outstanding applications.

We discussed that if Alee won another RSA area subsequent to Metro Mobile's exercising its option, that Metro Mobile would not have a five percent interest in any new territories or any other business ventures which Alee as a general partnership might enter into. Metro Mobile's interest would specifically be limited to the interest in the FCC license for New Mexico 3.

Would you confirm this understanding by signing a copy of this letter and returning the copy to me in the self-addressed, stamped

EB EXH 18

Federal Communications Commission

Docket No. WTW-08 Exhibit no. 18

Presented by _____

Disposition

Identified

Received

Rejected

Reporter

Hazzard

Date

10/30/03

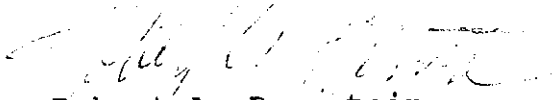
Mr. Michael W. Riley, Vice President
January 15, 1991
Page Two

envelope provided for Alee's files. I hope that by the time you receive this letter that we will be up and operating in New Mexico.

Thank you very much.

Very truly yours,

ANZALDI & BERNSTEIN


Robert A. Bernstein.

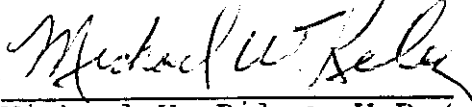
RAB:rb

cc: Neal M. Goldberg, Esq.
Ms. Becky Jo Clark, Chairman

I hereby consent and agree to the terms of the within letter this day of January, 1991.

FOR METRO MOBILE CTS, INC.

By


Michael W. Riley, V.P.

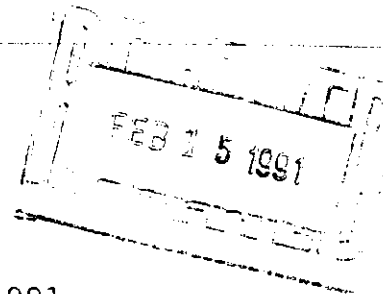
19

METRO MOBILE

The Cellular Phone Company

110 East 59th Street
New York, NY 10022
(212) 605-0800

EB 19



February 12, 1991

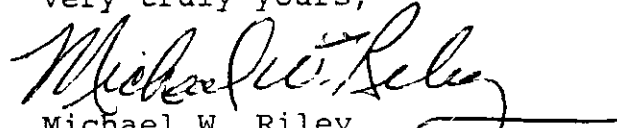
Robert A. Bernstein, Esq.
Anzaldi & Bernstein
57 Union Place
Summit, New Jersey 07901

Re: Proposed construction, management, operation and equity participation in a cellular system for Rural Statistical Area Number 555 (New Mexico 3)

Dear Bob:

Returned to you herewith is a signed copy of your January 15, 1991 letter. Please note that it would be Metro Mobile's expectation that a Metro Mobile entity and the Alee Partnership would, upon the exercise of Metro Mobile's option, form a partnership and enter into a Partnership Agreement, such partnership to be owned 95% by Alee and 5% by Metro Mobile.

Very truly yours,


Michael W. Riley
Vice President of Operations

MWR:es
Enclosure

EB EXH 19

Federal Communications Commission

Docket No. WT02-08 Exhibit No. 19

Presented by _____

Identified

✓

Disposition

Received

Rejected

Reporter

Hazzard

Date

10/28/03

EB Exh 20

CONFIDENTIAL

**TERMS AND CONDITIONS OF
MUTUAL CONTINGENT RISK-SHARING AGREEMENT**

**ARTICLE I
Defined Terms**

The defined terms shall, unless the context otherwise requires, have the meanings specified in the EXECUTION DOCUMENT FOR MUTUAL CONTINGENT RISK-SHARING AGREEMENT and this Article I. Defined terms shall be deemed to refer to the singular, plural, masculine, feminine or neuter, as the context requires.

"Active Participant" means with respect to each Eligible System (1) any Selling Participant, (2) any Operating Participant, and (3) any Participant who elects to share in the distribution of Distributed Income Proceeds and/or Distributed Sales Proceeds in accordance with Article IX hereof and whose status as an Active Participant has not otherwise terminated pursuant to the terms of this Agreement, in each case provided that the Active Participant tendered FCC Applications for all or substantially all of RSAs in the same Filing Tier as the Eligible System in question. Until each otherwise eligible Participant has been given an opportunity to make the election pursuant to Article IX hereof, each Participant is deemed to be an Active Participant.

"Affiliate" means, when used with reference to a specific person, as subsequently defined herein, who directly or indirectly through one or more intermediaries controls or is controlled by or is under the common control with the specific person. One Participant is not an Affiliate of another because of their common execution of this Agreement. The Participants shall provide each other with a listing of such Affiliates, as existing from time to time, as may be required for applications or reports submitted to the FCC by each Participant.

"Agreement" means this Agreement (which consists of one (1) EXECUTION DOCUMENT FOR MUTUAL CONTINGENT RISK-SHARING AGREEMENT (09/20/88) and this TERMS AND CONDITIONS OF MUTUAL CONTINGENT RISK-SHARING AGREEMENT), as originally executed and as amended from time to time, as the context requires. Words such as "herein," "hereinafter," "hereof," "hereto," "hereby" and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

"Application" means the FCC application or a state application to construct, operate, assign the Authorization for, and/or transfer control of an Eligible System.

"Authorization" means a Construction Permit, a System License, and all other federal and state certifications, licenses

(09/20/88)

Federal Communications Commission

Docket No. WTB-08 Exhibit No. 20

Presented by _____

Disposition

Identified ✓

Received _____

Rejected _____

Reporter Hazzard

Date 10/22/08

CONFIDENTIAL

and approvals required to construct and operate an Eligible System.

"Bankruptcy" means the occurrence of any of the following events: (a) A Person's filing of an application for, or consent to, the appointment of a trustee over substantially all of its assets; (b) A Person's filing a voluntary petition in bankruptcy or filing a written pleading in any court of record admitting its ability to pay its debts as they become due; (c) A Person's making a general assignment for the benefit of creditors; (d) A Person's filing of an answer admitting the material allegations of, consenting to, or defaulting in answering a bankruptcy petition filed against it in any bankruptcy proceeding; or (e) A Person's failure to obtain a stay of any order, judgement, or decree by any court of competent jurisdiction adjudicating such Person bankrupt or appointing a trustee over such Person's assets.

"Distributed Income Proceeds" means (1) any cash, tangible asset, security, or other thing of value distributed to any Participant from the proceeds from operation of an Eligible System, (2) the proceeds of any loan, debt or other borrowing secured substantially by the Authorization, tangible or intangible assets, revenue, and/or goodwill of an Eligible System when such proceeds are distributed to any Participant, and/or (3) the investment in, purchase of, guaranteeing the debt of, lending of funds to, or otherwise using the tangible or intangible assets of an Eligible System for a business, enterprise, joint venture, or investment not reasonably useful to the Eligible System. Distributed Income Proceeds exclude payment at the fair market value to any Participant in compensation for tangible goods, services, or reimbursable expenses incurred and reasonably useful to such Eligible System.

"Distributed Sales Proceeds" means any sales profits determined in accordance with Generally Accepted Accounting Practices and distributed to any Active Participant by a Selling Participant or an Operating Participant from the Sale of an Eligible System, whether distributed in the form of cash, tangible asset, security, or other thing of value.

"Domestic Public Cellular Radio Telecommunications System" (Cellular) or "Cellular System" means a system described in the FCC's Report and Order in FCC Docket No. 79-318, adopted April 9, 1981, Reconsideration Order, adopted February 25, 1982, and Further Reconsideration, adopted July 8, 1982.

"Eligible System" means any RSA Cellular System (a) licensed to a Participant, (b) for which a Participant or its predecessor in interest obtained an FCC Authorization or acquired in exchange for an RSA Cellular System for which a Participant obtained an

CONFIDENTIAL

FCC Authorization (in either case the originally licensed RSA is referred to as the "Initial RSA"), and (c) which Initial RSA is identified in Exhibit A hereto.

"FCC" means the Federal Communications Commission or any other federal agency which succeeds in whole or part to its jurisdiction so far as the subject matter of this Agreement is concerned.

"FCC Application" means an application, as amended and supplemented from time to time, filed with the FCC for a Cellular System Construction Permit or a System License.

"Final Order" means a final action by the FCC granting a Construction Permit to a Participant for an Eligible System; but no such action shall be deemed to be a Final Order until all of the following have first been satisfied:

- (i) no request for stay by the FCC of the action is pending, no such stay is in effect, and the time for filing any such request has expired;
- (ii) no petition for rehearing or reconsideration of the action is pending before the FCC, and the time for filing any such petition has expired;
- (iii) the FCC does not have the action under reconsideration on its own motion and the time for such reconsideration has expired; and
- (iv) no appeal to a court, or request for a stay by a court, of the FCC's action is pending or in effect, and the time for filing any such appeal or request has expired.

The date on which all of the foregoing have been satisfied shall be deemed the date of issuance of such Final Order for the purposes of this Agreement.

"Initial Commercial Operation" means the earlier of the dates on which an Operating Participant files with the FCC a "Notification of Status of Facilities Under Part 22 of FCC Rules" (FCC Form 489) or its successor and on which it commences service to the public using the facilities of an Eligible System.

"Licensee" means the Person holding an Authorization for an Eligible System.

"Non-Participant" means a Person who is not a Participant.

CONFIDENTIAL

"Participant" means any Person who is a signatory to this Agreement and any Affiliate thereof.

"Operating Participant" means a Participant who is a Licensee.

"Person" means any individual, partnership, corporation, trust or other entity.

"Pro Rata" means in the proportion which the respective Participant entitled to participate in any action bears to the total number of Active Participants. With respect to Distributed Income Proceeds or Distributed Sales Proceeds, the term "Pro Rata" excludes the Operating Participant or Selling Participant distributing such proceeds.

"Sale" means (1) the sale, pledging, hypothecation, entering into a joint venture with a Non-Participant, merging with a Non-Participant, or other transfer of control of an Operating Participant, any Affiliate of an Operating Participant, or an Eligible System in which the Person or Persons who owned, controlled, or comprised the Operating Participant do not remain in control after the transaction is completed; or (2) the assignment of the Authorization for an Eligible System, in either case in return for cash, tangible asset, security, or other thing of value. Sale excludes the substantially non-cash exchange of RSA Cellular Authorizations or Systems, provided that any cash received is treated as sales proceeds and that the RSA Cellular Authorization or System received is deemed an Eligible System.

"Sell" and "Sells" refers to the act of a Sale.

"Selling Participant" means any Participant who Sells an Eligible System.

ARTICLE II**Distribution of Income Proceeds**

2.1 Commencing three (3) years from the date of Initial Commercial Operation on an Eligible System, should the Operating Participant of the Eligible System in its sole discretion distribute proceeds from operations of that System at any time in an amount determined solely by the Operating Participant (which distribution is defined herein as Distributed Income Proceeds), then such Distributed Income Proceeds shall be paid in the following manner:

- (a) Fifty percent (50%) shall be distributed to the Operating Participant; and

(09/20/88)

CONFIDENTIAL

- (b) Fifty percent (50%) shall be distributed, pro rata, among the other Active Participants with respect to the Eligible System at the time of distribution.
- (c) Distributed Income Proceeds shall be paid or otherwise distributed to the Operating Participant and to all eligible Active Participants in the same manner and at the same time.

2.2 No Active Participant has any claim or right to any proceeds from operations of an Eligible System or to any Distributed Income Proceeds except to the extent that the Operating Participant chooses to make such distribution and except to the extent that such Active Participant complies with the notification provisions of Article IX hereof.

2.3 The cumulative Distributed Income Proceeds which may be paid to any Active Participant who becomes a Selling Participant are limited to one hundred twenty-five percent (125%) of the amount paid to such Selling Participant as Distributed Sales Proceeds.

2.4 At such time as a Selling Participant has received Distributed Income Proceeds equivalent to one hundred twenty-five percent (125%) of Distributed Sales Proceeds paid to other Active Participants by such Selling Participant, such Selling Participant shall cease to be an Active Participant and shall be entitled to no further distributions of any kind pursuant to this Agreement.

ARTICLE III
Distribution of Sales Proceeds

3.1 Should a Participant or an Operating Participant Sell an Eligible System at any time, then Distributed Sales Proceeds shall be paid in the following manner:

- (a) Fifty percent (50%), less any amounts previously paid by such Selling Participant with respect to such Eligible System pursuant to Article II hereof (but not less than zero), shall be distributed pro rata among the other Active Participants eligible at the time of sale with respect to such Eligible System, which amount shall be deemed the Distributed Sales Proceeds for such Eligible System; and
- (b) The remaining portion of such profits shall be distributed to the Selling Participant.

(09/20/88)

CONFIDENTIAL

- (c) Distributed Sales Proceeds and the remainder of such profits shall be paid or otherwise distributed to the Operating Participant and to all eligible Active Participants in the same manner and at the same time.

3.2 Each Participant or Operating Participant shall have its own sole discretion to determine if, to whom, and for what compensation it shall sell, pledge, hypothecate, or otherwise transfer control of an Eligible System for cash or its equivalent and assign the Authorization for that Eligible System.

3.3 No Active Participant has any claim or right to any proceeds from the sale of an Eligible System or to any Distributed Sales Proceeds except to the extent such Active Participant complies with the notification provisions of Article IX hereof.

ARTICLE IV
Relationship of the Participants

4.1 Each Participant herein is autonomous and completely independent of every other Participant. There is no affiliation among the Participants, express or implied, other than their participation in this Agreement. Participation in this Agreement does not constitute participation in a joint venture, does not bestow on any Participant the status of a partner in a partnership, and does not involve any rights other than those explicitly stated herein with respect to the distribution of proceeds related to the operation and/or sale of an Eligible System, provided however that nothing in this Agreement shall prohibit Participants from entering into other lawful business arrangements among and between them or any of them.

4.2 The rights of the Participants herein are contractual rights subject to contingencies as described in Articles VII and IX hereof and do not constitute ownership interests of any type or description with respect to any FCC Application or Authorization.

4.3 No Participant herein shall have the right or power to direct, control, select employees for, receive profits, bear losses, receive tax burdens or benefits, establish operating policies, or otherwise manage an Eligible System for which he does not hold an FCC Authorization. The power to direct, control, and manage any Eligible System shall rest solely and exclusively with its Licensee.

4.4 The right of each Active Participant to receive Distributed Income Proceeds and/or Distributed Sales Proceeds

CONFIDENTIAL

hereunder does not constitute a debt instrument or a security as defined in Section 22.13(a)(1) of the FCC Rules or its successor.

4.5 No Participant herein shall have any claim to any Distributed Income Proceeds, Distributed Sales Proceeds, other proceeds of any kind whether distributed or retained, revenue, profit, cash, tangible asset, security, or other thing of value produced by or resulting from any Cellular System other than an Eligible System.

ARTICLE V

Interests of the Participants

5.1 Title to Property. Title to all property associated with an Eligible System, whether real or personal and wherever located, shall be vested in the Participant to whom the FCC Authorization for such Eligible System is issued, provided that such Participant may mortgage, pledge, grant a security interest in, or otherwise hypothecate such property as part of bona fide transaction for the purpose of financing such Eligible System.

5.2 Profits, Losses and Credits. All of the net profit or loss of the Eligible System shall be determined solely by its Licensee in accordance with generally accepted accounting principles consistently applied. The Licensee shall receive all such profits and losses, and no Participant shall have any claim thereto except as otherwise set forth herein.

ARTICLE VI

Management of the Eligible Systems

6.1 System Management. Complete and exclusive power to direct, control, select employees for, establish operating policies, or otherwise manage any Eligible System shall be held by its Licensee. No other Participant shall have any power to direct, control, or manage such System as a result of this Agreement.

6.2 Delegation of Authority to Managers, Employees and Agents. The Licensee of an Eligible System may delegate to any managers, employees, and agents such authority as he deems necessary and appropriate for the proper and timely conduct of business of the Eligible System.

CONFIDENTIAL

ARTICLE VII
Contingencies/Termination of Agreement

7.1 This Agreement is expressly contingent upon the issuance of at least one FCC Authorization to a Participant for an Eligible System by a Final Order of the FCC, and shall terminate upon the issuance of FCC Authorizations by a Final Order of the FCC for all RSAs for which any Participant filed an FCC Application to Persons other than any Participant.

7.2 This Agreement shall terminate without further liability between or among the Participants upon the happening of any of the following events:

- (a) The FCC finds by Final Order that the Agreement is contrary to the Communications Act of 1934, as amended, or the FCC's Rules or policies, and the Participants are unable to amend the Agreement in accordance with Article X hereof to cure the factual basis for such a finding.
- (b) Less than two Participants become or remain as Active Participants with respect to any Eligible System.
- (c) All Active Participants for all Eligible Systems unanimously agree to terminate the Agreement by written consent.

7.3 The voluntary dissolution or liquidation of a Participant or Active Participant does not terminate this Agreement.

7.4 Upon the Bankruptcy of a Participant, that Participant shall cease to be an Active Participant and shall have no further right or claim to receive any Distributed Income Proceeds and/or Distributed Sale Proceeds. The Bankruptcy of a Participant shall not extinguish any claim held by any other Active Participant pursuant to this Agreement against the Participant in Bankruptcy at the time the Bankruptcy first occurs. Such claim shall survive such Bankruptcy, and event of Bankruptcy shall not relieve the Participant in Bankruptcy from any obligations to the other Participants pursuant to this Agreement.

ARTICLE VIII
Specific Covenants,
Representations and Warranties

8.1 Application for License. Each Participant shall in good faith prepare and file FCC Applications for one or more RSAs; however, it is understood that all expenses of filing and

CONFIDENTIAL

prosecuting each such application shall be borne solely by the Participant filing such application.

8.2 Representations and Warranties. Each Participant represents and warrants that, if applicable, (1) it is a corporation, general partnership, or limited partnership duly incorporated or established, validly existing, and in good standing in the jurisdiction of its incorporation or formation; (2) it has full corporate or partnership power and authority to enter into this Agreement and to perform its obligations hereunder; (3) the execution of this Agreement has been duly authorized by all necessary and appropriate corporate or partnership action; (4) the execution of this Agreement and the performance of its obligations hereunder will not conflict, or result in a breach of or default under, any agreement or instrument material to it, to which it is a signatory or by which it is bound, or any order, decree or judgment of any court or governmental agency or body; (5) it is and will remain legally qualified to hold an Authorization under the applicable FCC Rules and Regulations; and (6) it has no knowledge of any fact or circumstance which would disqualify it from being granted an Authorization.

8.3 Corrective Actions. Each Participant covenants, represents and warrants that it has not engaged and shall not engage in any improper act or practice, or fail to take any action required which would result, absent corrective action (provided that such corrective action is taken in a timely manner), either in an Authorization to operate an Eligible System not being granted, or once granted, in such Authorization being rescinded, revoked, or not renewed.

8.4 Regulatory Risks. Each Participant recognizes that the FCC has not approved, ruled on the validity of, or been given the opportunity to approve or rule on the validity of this Agreement. Each Participant accepts the risks that the FCC could disapprove of this Agreement, require a Participant to withdraw from the Agreement as a condition to receive an Authorization, dismiss or deny a Participant's FCC Application as a result of its execution of this Agreement, or otherwise take action adverse to the interests of one or more Participants. Each Participant accepts the risks that its execution of this Agreement could increase the possibility that its FCC Application could become subject to a Petition to Dismiss or Deny filed pursuant to Section 309 of the Communications Act, could receive increased scrutiny from the FCC, or otherwise increase the cost and/or delay in receiving an Authorization. Each Participant recognizes that these and similar risks are not calculable, and that it has entered into this Agreement after due consideration of the potential benefits and detriments of this Agreement.

CONFIDENTIAL

8.5 Business Risks. Each Participant recognizes that entering into this Agreement could decrease the marketability of its FCC Authorization for an Eligible System; could increase the difficulty of obtaining or the cost of debt financing for an Eligible System; and could decrease the profitability of an individual Eligible System, each case when compared against a similarly situated cellular system in another RSA. Each Participant recognizes that the total return for all Eligible Systems depends on the random results of the FCC's cellular lottery system and on the financial performance of all Eligible Systems, some of which it might not control. Each Participant recognizes that these and similar risks are not calculable, and that it has entered into this Agreement after due consideration of the potential benefits and detriments of this Agreement.

8.6 Independent Decision. Each Participant has consulted with its tax, financial, legal, or other advisers as it deems necessary or appropriate prior to deciding whether to enter into this Agreement.

ARTICLE IX
Distribution Procedures; Disclosure

9.1 Upon the first occurrence of a Sale of an Eligible System by a Selling Participant and/or the election by an Operating Participant to distribute operating proceeds, such Selling Participant or Operating Participant shall, within ten (10) days, notify (in accordance with the provisions of Section 11.1 hereof) the other Active Participants that such sale and/or election has taken place.

9.2 Upon receipt of such notification, each Active Participant shall, within sixty (60) days of such receipt, notify the Selling Participant or Operating Participant of its intention to participate in the distribution. Any Active Participant failing to comply with the provisions of this Article IX shall forfeit its right to distribution of any Distributed Income Proceeds or Distributed Sales Proceeds and shall cease to be an Active Participant.

9.3 Each Active Participant shall make its books and records available to any other Active Participant for inspection and copying at its usual place of business during business hours upon ten (10) days' written notice. Each Selling Participant shall provide copies of all sales contracts and other documents relating to the Sale of an Eligible System to all other Active Participants within ten (10) days of the execution of such documents. Each Operating Participant shall provide copies of certified financial statements for each Eligible System to all other Active Participants within one-hundred-twenty (120) days of

CONFIDENTIAL

the close of the Operating Participant's fiscal year. All documents provided to any Participant pursuant to this Section shall be confidential and shall not be disclosed to any third party or used for any purpose other than the enforcement of this Agreement.

ARTICLE X**Compliance with FCC Rules; Arbitration**

10.1 The Participants expressly understand and intend that the provisions of this Agreement fully comply with all applicable FCC rules and policies. Should the FCC issue a determination, by Final Order, that this Agreement does not comply with its rules and policies, the Active Participants shall submit to arbitration in accordance with Section 10.3 hereof for the purpose of revision of this Agreement in any manner necessary to meet the FCC's requirements. The arbitrator shall be instructed to make such changes to this Agreement as may be necessary to satisfy any regulatory requirements while preserving (except to the extent waived by those Active Participants who would be adversely affected by such changes) the fundamental economic and other rights of the respective Active Participants set forth in this Agreement.

10.2 The Participants agree to attempt in mutual good faith to resolve any issues which may arise with respect to the interpretation or implementation of this Agreement. If they are unable to do, any Active Participant may request that the issues in dispute be submitted to arbitration in accordance with Section 10.3 hereof.

10.3 Whenever arbitration is required pursuant to this Agreement, the arbitrator shall be an individual or firm with expertise in the purchase or sale of cellular systems, as well as all applicable FCC rules and policies. If the Active Participants are unable to agree upon an arbitrator, the arbitrator shall be designated by the American Arbitration Association. The Active Participants shall share the cost of any arbitration undertaken pursuant to this Article X on a pro rata basis. The decision of the arbitrator shall be final, conclusive, and binding on all Participants.

10.4 The FCC and any applicable state regulatory body shall have jurisdiction over this Agreement. Any action, obligation, or duty of any Participant is conditioned on the receipt of favorable regulatory approval wherever required, and any deadline within which to take action shall be extended by the period of time necessary to receive such approvals.

CONFIDENTIAL**ARTICLE XI**
Miscellaneous

11.1 Notices. All notices and demands required or permitted under this Agreement shall be in writing by Certified Mail, Return Receipt Requested; hand delivery; telex or telecopy; or courier delivery, and shall be directed to the respective Participant at its address shown on the EXECUTION DOCUMENT FOR MUTUAL CONTINGENT RISK-SHARING AGREEMENT. Any Participant may specify a different address by notifying all other Participants in writing of such different address. Such notices shall be effective on the third business day after mailing.

11.2 Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the Participants and it supercedes all prior agreements or understandings among them. The Participants recognize that other persons may enter into similar or identical agreements incorporating this TERMS AND CONDITIONS OF MUTUAL CONTINGENT RISK-SHARING AGREEMENT. Parties to other agreements have no rights with respect to this Agreement.

11.3 Governing Law. This Agreement and the rights of the Participants hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

11.4 Binding on Successors. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the Participants and their legal representatives, heirs, administrators, executors, successors and assigns. Each Participant shall take all necessary steps to bind any successor-in-interest thereto to this Agreement.

11.5 Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of the Agreement or any provision thereof.

11.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

11.7 Other Business. Without affecting the Participants' duty to perform their obligations hereunder, nothing contained herein shall be construed as limiting the right of any Participant or its Affiliates to engage in any business outside of and independent from any other Participant, including, but not limited to, the resale of cellular service, the selling or leasing of terminal equipment used in connection with cellular service in the RSA, the construction or operation of cellular

CONFIDENTIAL

systems outside of the RSA, or other communications businesses within or outside of the RSA.

11.8 Specific Performance. Each Participant shall have the right to enforce the terms of this Agreement by a decree of specific performance. This right shall not be exclusive of rights at law for damages or for any other remedy available at law or in equity or provided for herein.

11.9 Personal Jurisdiction and Venue. Each Participant agrees that, to the extent consistent with Article X hereof, that personal jurisdiction and venue is proper in any court of competent jurisdiction with respect to an action in law or in equity with respect to this Agreement for any county in which an Eligible System is licensed. Each Participant waives its right to invoke the doctrine of forum non conveniens with respect to any such court. This Section does not prevent the filing of an action in any other court of competent jurisdiction.

* * * * *